

06-13-2005

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



102922386

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

12-8-04

1. Name of conveying party(ies): FINANCE SECTION
Del Monte Fresh Produce N. A., Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 11/10/2004

2. Name and address of receiving party(ies)

Name: Coöperatieve Centrale Raiffeisen-Boerenleenbank
Internal Address: "Rabobank Nederland", New York
to administrative agent
Street Address: 245 Park Avenue
City: New York State: NY Zip: 10167-1120

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other New York State Licensed Branch of a Dutch Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 75/378995 and 75/428424

B. Trademark Registration No.(s) 1951623, 2287409 830253, 2200004, 825391, 1538360, 1540747

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: LaShana C. Jimmar, Paralegal
Internal Address: Paul, Hastings, Janofsky & Walker, LLP
Suite 2400
Street Address: 600 Peachtree Street
City: Atlanta State: GA Zip: 30308

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41).....\$ 240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

16-0752

DO NOT USE THIS SPACE

9. Signature.

LaShana C. Jimmar
Name of Person Signing

Signature

12/7/2004
Date

Total number of pages including cover sheet, attachments, and document: 1

12/13/2004 ECDOPER 0000066 75378995

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:8521
02 FC:8522

40.00 OP
200.00 BP

Intellectual Property Security Agreement**Del Monte Fresh Produce N.A., Inc.****Schedule 1****Trademarks, Trade Names and Trademark Applications****I. Trademarks and registered trademarks are delineated by country, mark, class and registration number as follows:**

1. United States of America, Fielder, class 31, registration number 1951623
2. United States of America, Mel-O-Vac, class 40, registration number 2287409
3. United States of America, Top Banana, class 31, registration number 830253
4. Canada, Purple Mountain, classes 29 & 31, registration number 490747
5. Canada, Purple Mountain, class 29, registration number 548266
6. Costa Rica, Purple Mountain, class 29, registration number 121227
7. Costa Rica, Purple Mountain, class 29, registration number 92374
8. Costa Rica, Purple Mountain, class 31, registration number 91477
9. United States of America, Country Best, class 31, registration number 2200004
10. Canada, Country Best, class __, registration number 571,660
11. Canada, Country Best, class __, registration number 152407
12. United States of America, Country Best, class 29, registration number 825391
13. United States of America, Best of The West, class 31, registration number 1538360
14. United States of America, Best of The West, class 31, registration number 1540747

II. Tradenames

None.

III. Trademark Applications

1. United States of America, Country Best, class 31, serial number 75/378995
2. United States of America, Country Best, class 31, serial number 75/428424

IV. Service Marks

None

V. Registered Service Marks

None

VI. Service Mark Applications.

None

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of November 10, 2004, by each of the parties listed on the signature pages hereof as pledgors (collectively, the "Pledgors", and each, a "Pledgor") and **COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH**, as administrative agent (in such capacity, the "Administrative Agent") on behalf of the Issuing Bank and the Lenders (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of March 21, 2003, as amended by that certain First Amendment to Amended and Restated Credit Agreement dated as of January 27, 2004, as further amended by that certain Second Amendment to Amended and Restated Credit Agreement dated as of June 24, 2004 and as further amended by that certain Third Amendment to Amended and Restated Credit Agreement of even date herewith (as may be further amended, modified, restated or supplemented from time to time, the "Credit Agreement") by and among Fresh Del Monte Produce Inc., a Cayman Islands company ("Fresh Produce"), and certain Subsidiaries of Fresh Produce identified on the signature pages thereto, as borrowers (Fresh Produce and such Subsidiaries are referred to herein collectively as the "Borrowers" and each individually as a "Borrower"), the various banks and other lending institutions party thereto from time to time (the "Lenders"), and the Administrative Agent, the Lenders have agreed to make certain loans and other financial accommodations to, and the Issuing Bank has agreed to issue Letters of Credit for the account of, the Borrowers; and

WHEREAS, each Pledgor will realize substantial direct and indirect benefits as a result of the making of loans and other financial accommodations to, and the issuance of Letters of Credit on behalf of, the Borrowers pursuant to the Credit Agreement and the other Loan Documents; and

WHEREAS, the Lenders are willing to make loans and other financial accommodations to, and the Issuing Bank is willing to issue Letters of Credit on behalf of, the Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that each Pledgor shall have executed and delivered this Agreement, in order to secure the payment and performance of, among other things, all now existing or hereafter arising Obligations of the Loan Parties under the Credit Agreement and the other Loan Documents (all of the foregoing hereinafter referred to as the "Secured Obligations").

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms.

(a) Capitalized terms used herein shall have the meanings ascribed to such terms in the Credit Agreement to the extent not otherwise defined or limited herein.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and paragraph references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of the Security Agreements. The Security Agreements executed by any Pledgor and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

3. Grant of Security Interest in Trademarks, Patents, Copyrights and Licenses. To secure the complete and timely payment, performance and satisfaction of all of the Secured Obligations, each Pledgor hereby grants to the Administrative Agent, for the benefit of the Issuing Bank, the Lenders and the Foreign Exchange Banks (hereinafter, collectively, the "Lender Group"), a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by Applicable Law, all of each Pledgor's now owned or existing and hereafter acquired or arising:

(a) (i) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of such Pledgor's business symbolized by the foregoing and connected therewith, and (E) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (A)-(E) in this Paragraph 3(a)(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); provided, however, that no security interest shall be granted in any Trademark to the extent such Trademark would be rendered invalid, abandoned, void or unenforceable by reason of a security interest being granted in it hereunder; and provided further, that upon the termination for any reason whatsoever of such restriction on the granting of a security interest on such Trademark, the provisions of this Paragraph 3(a) shall be deemed to apply thereto automatically; and (ii) all proceeds of any and all of the foregoing.

(b) (i) patents and patent applications, including, without limitation, the patents and patent applications listed on Schedule 2 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing patents and patent applications, together with the items described in clauses (A)-(D) in this Paragraph 3(b)(i), are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and (ii) all proceeds of any and all of the foregoing.

(c) (i) copyrights and copyright registrations, including, without limitation, the copyright registrations listed on Schedule 3 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of such Pledgor's business symbolized by the foregoing and connected therewith, and (E) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing copyrights and copyright registrations, together with the items described in clauses (A)-(E) in this Paragraph 3(c)(i), are sometimes hereinafter individually and/or collectively referred to as the "Copyrights"); and (ii) all proceeds of any and all of the foregoing.

(d) rights under or interest in any patent, trademark or copyright license agreements with any other party, whether any Pledgor is a licensee or licensor under any such license agreement, including, without limitation, the Trademark Licenses and all other license agreements listed on Schedule 4 attached hereto and made a part hereof, and the right to use the foregoing in connection with the enforcement of the Administrative Agent's rights under the Credit Agreement to the extent the foregoing permit such use, including without limitation, the right to prepare for sale and sell any and all inventory now or hereafter owned by any Pledgor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Paragraph 3(d), the Licenses shall not include any license agreement in effect as of the date hereof (including the Trademark Licenses) with any person that is not an Affiliate of any Pledgor that by its terms prohibits the grant of the security contemplated by this Agreement; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this Paragraph 3(d) shall be deemed to apply thereto automatically.

4. Restrictions on Future Agreements. No Pledgor shall, without the Administrative Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, that is inconsistent with this Agreement, and each Pledgor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including, without limitation, licensees, or fail to take any action, that would in any material respect adversely affect the validity or enforcement of the rights transferred to the Lender Group under this Agreement or the rights associated with the Trademarks, Patents, Copyrights or Licenses.

5. New Trademarks, Copyrights, Patents and Licenses. Each Pledgor represents and warrants that, from and after the date hereof, (a) the Trademarks listed on Schedule 1 include all of the trade names, registered trademarks, trademark applications, registered service marks and service mark applications now owned or held by any Pledgor, (b) the Patents listed on Schedule 2 include all of the patents and patent applications now owned or held by any Pledgor, (c) the Copyrights listed on Schedule 3 include all of the copyright registrations now owned or held by any Pledgor, (d) the Licenses listed on Schedule 4 include all of the patent, trademark or copyright license agreements under that any Pledgor is the licensee or licensor, and (e) no Liens, claims or security interests in such Trademarks, Patents, Copyrights or Licenses have been granted by any Pledgor to any Person other than the Administrative Agent for the benefit of the Lenders and except as disclosed in the Credit Agreement. If, prior to the termination of this Agreement, any Pledgor shall obtain rights to or become entitled to the benefit of (i) any new trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) any patent or patent application or any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, (iii) any new copyrights or copyright registrations, (iv) any new trademark, patent or copyright license agreements, whether as licensee or licensor, or license renewals, or (v) enter into any new license agreement, the provisions of Paragraph 3 above shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of such licenses; provided; however, this Paragraph shall not apply to any right or benefit acquired after the date hereof that is subject to and encumbered by a pre-existing Lien, the terms of which preclude the pledging of any remaining interest, and provided further, that such Pledgor has used its reasonable best efforts to negotiate with such lienholder to allow the Lender Group to receive a pledge of the remaining interest). Except in the case of new rights in unregistered copyrights, the Pledgors shall give to the Administrative Agent notice of events described in clauses (i), (ii), (iii), (iv) and (v) of the preceding sentence. Each Pledgor hereby authorizes the Administrative Agent to modify this Agreement unilaterally (i) by amending Schedule 1 to include any future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications that are Trademarks under Paragraph 3 above or under this Paragraph 5, (ii) by amending Schedule 2 to include any future patents and patent applications, that are Patents under Paragraph 3 above or under this Paragraph 5, (iii) by amending Schedule 3 to include any future copyrights and copyright registrations, that are Copyrights under Paragraph 3 above or under this Paragraph 5, (iv) by amending Schedule 4 to include any future trademark, patent or copyright license agreements that are Licenses under Paragraph 3 above or under this Paragraph 5, and (v) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule 1 thereto, as the case may be, such future trademarks, tradenames, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and containing on Schedule 2 thereto, as the case may be, such future patents and patent applications, and containing on Schedule 3, as the case may be, such future copyrights and copyright registrations, and containing on Schedule 4 thereto, as the case may be, such future license agreements.

6. Royalties. Each Pledgor hereby agrees that the use by the Administrative Agent of the Trademarks, Patents, Copyrights and Licenses as authorized hereunder in connection with the Administrative Agent's exercise of its rights and remedies under Paragraph 14 or pursuant to any Loan Document shall be coextensive with such Pledgor's rights thereunder and with respect

thereto and without any liability for royalties or other related charges from the Administrative Agent or any member of the Lender Group to such Pledgor.

7. Nature and Continuation of the Administrative Agent's Security Interest; Termination of the Administrative Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks, Patents, Copyrights and Licenses and shall terminate only when the Secured Obligations have been Paid in Full and the Commitments under the Credit Agreement have been terminated. When this Agreement has terminated, the Administrative Agent shall promptly execute and deliver to the Pledgors, at the Pledgors' expense, all termination statements and other instruments as may be necessary or proper to terminate the Administrative Agent's security interest in the Trademarks, Patents, Copyrights and Licenses, subject to any disposition thereof which may have been made by the Administrative Agent or the Lenders, or any of them, pursuant to this Agreement.

8. Duties of Each Pledgor.

(a) With respect to each trademark or service mark registration, trademark or service mark application and License relating to the right of any Pledgor to use the DEL MONTE name and the DEL MONTE shield design trademarks (including the Trademark Licenses), such Pledgor agrees to take all necessary steps, consistent with any obligation it may have under any Trademark License, including, with limitation, in the United States Patent and Trademark Office or in any court, to (i) maintain such patent, trademark or service mark registration, License and Trademark License, and (ii) pursue each such trademark or service mark application now or hereafter included in the Collateral relating to the use of DEL MONTE name and the DEL MONTE shield design trademarks, including, without limitation, the filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of application for any permitted renewal or extension, the filing of affidavits under Section 8 and 15 of the United States Trademark Act, and the participation in opposition, interference, reexamination, cancellation and infringement and misappropriation proceedings, the filing of divisional, continuation, continuation-in-part and substitute applications, the filing of applications for re-issue, renewal or extensions, the payment of maintenance fees. Such Pledgor agrees to take corresponding steps with respect to each new or acquired trademark or services mark registration, trademark or service mark application or License relating to the use of the DEL MONTE name and the DEL MONTE shield design trademarks to which it is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by such Pledgor. Such Pledgor shall not, without the written consent of the Administrative Agent, discontinue use of or otherwise abandon any trademark or service mark identified in Schedule 1 relating to the DEL MONTE name and the DEL MONTE shield design trademarks, or otherwise abandon any trademark or service mark identified in Schedule 1 relating to the DEL MONTE name and the DEL MONTE shield design trademarks. Further, such Pledgor shall not, without the written consent of the Administrative Agent, discontinue use of or otherwise abandon any other trademark or service mark, or abandon any pending application for any other trademark or service mark relating to the DEL MONTE name and the DEL MONTE shield design trademarks.

(b) Neither the Administrative Agent nor any other Lender shall have any duty with respect to the Trademarks, Patents, Copyrights or Licenses. Without limiting the

generality of the foregoing, the Administrative Agent shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks, Patents, Copyrights or Licenses against any other Person, but the Administrative Agent may do so at its option from and after the occurrence and during the continuance of a Default or an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of the Pledgors and shall be added to the Secured Obligations secured hereby.

9. Indemnification by Each Pledgor. Each Pledgor hereby agrees to indemnify and hold harmless the Administrative Agent and the Lender Group for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements (including, without limitation, reasonable attorneys' fees) of any kind whatsoever that may be imposed on or asserted against the Administrative Agent or any other member of the Lender Group by a third party in connection with or relating to the Administrative Agent's or any other member of the Lender Group's exercise of rights of license, sale or transfer permitted hereunder with respect to any or all of the Trademarks, Patents, Copyrights or Licenses; unless with respect to any of the above, the Administrative Agent or any other member of the Lender Group is judicially determined to have acted or failed to act with gross negligence or willful misconduct. The indemnification in this paragraph shall survive the termination of this Agreement.

10. The Administrative Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks, Patents, Copyrights and Licenses and, if the Administrative Agent shall commence any such suit, each Pledgor shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Administrative Agent in aid of such enforcement. The Pledgors shall, upon demand, promptly reimburse the Administrative Agent for all costs and expenses incurred by the Administrative Agent in the exercise of its rights under this Paragraph 10 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Administrative Agent).

11. Waivers. The Administrative Agent's failure, at any time or times hereafter, to require strict performance by each Pledgor of any provision of this Agreement shall not waive, affect or diminish any right of the Administrative Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between any Pledgor and the Administrative Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of any Pledgor contained in this Agreement shall be deemed to have been suspended or waived by the Administrative Agent unless such suspension or waiver is in writing signed by an officer of the Administrative Agent, and directed to such Pledgor and specifying such suspension or waiver.

12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under Applicable Law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any

manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. Modification. Neither this Agreement nor any provision hereof may be altered, amended or modified in any way, except as specifically provided in Paragraph 5 hereof or in a written instrument signed by the parties hereto.

14. Power of Attorney; Cumulative Remedies.

(a) Each Pledgor hereby irrevocably designates, constitutes and appoints the Administrative Agent (and all officers and agents of the Administrative Agent designated by the Administrative Agent in its sole and absolute discretion) as such Pledgor's true and lawful attorney-in-fact, and authorizes the Administrative Agent and any of the Administrative Agent's designees, in such Pledgor's or the Administrative Agent's name, upon the occurrence and during the continuation of an Event of Default to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse such Pledgor's name on all applications, documents, papers and instruments necessary or desirable for the Administrative Agent in the use of the Trademarks, Patents, Copyrights or Licenses, (ii) assign, pledge, convey, license or otherwise transfer title in or dispose of the Trademarks, Patents, Copyrights or Licenses to anyone, in each case, other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained and then to the extent that such action would result in abandonment, invalidation or dedication to the public domain of the applicable Trademarks, Patents, Copyrights or Licenses. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated. Each Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Administrative Agent or any other Lender under the Credit Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

(b) The Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any relevant jurisdiction in which the Trademarks, Patents, Copyrights or Licenses may be located or deemed located. Upon the occurrence and continuance of an Event of Default and the election by the Administrative Agent to exercise any of its remedies under Section 9-610, Section 9-620 or other provisions of the Uniform Commercial Code, as in effect in any jurisdiction, with respect to the Trademarks, Patents, Copyrights or Licenses, each Pledgor agrees to assign, convey and otherwise transfer title in and to the Trademarks, Patents, Copyrights and Licenses, to the Administrative Agent or any transferee of the Administrative Agent and to execute and deliver to the Administrative Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Administrative Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Administrative Agent's rights and remedies with respect to the Trademarks, Patents, Copyrights and Licenses, whether established hereby, by the Credit Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and continuance of an Event of Default,

the Administrative Agent may exercise any of the rights and remedies provided in this Agreement, the Credit Agreement or any of the other Loan Documents. To the extent permitted by applicable law, each Pledgor agrees that any notification of intended disposition of any of the Trademarks, Patents, Copyrights or Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition.

15. Successors and Assigns. This Agreement shall be binding upon each Pledgor and their successors and assigns, and shall inure to the benefit of the Administrative Agent, the Issuing Bank, the Lenders and their respective nominees, successors and assigns. Each Pledgor's successors and assigns shall include, without limitation, a receiver or a trustee of any Pledgor; provided, however, that no Pledgor shall voluntarily assign or transfer its rights or obligations hereunder without the Administrative Agent's prior written consent.

16. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York applicable to agreements made and to be performed in New York.

17. Notices. All notices or other communications hereunder shall be given in the manner set forth in the Credit Agreement and to the addresses set forth in the Credit Agreement if to the Administrative Agent or any Pledgor that is a Borrower, and for any other Pledgor, to the address set forth below such Pledgor's name on the signature pages hereof.

18. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

19. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of a counterpart hereof via facsimile transmission or via e-mail transmission of an adobe file format document (also known as a PDF file) shall be effective as delivery of a manually executed counterpart hereof.

20. Administrative Agent. Each reference herein to any right granted to, benefit conferred upon or power exercisable by the "Administrative Agent" shall be a reference to the Administrative Agent for the benefit of itself and the Lender Group, and each action taken or right exercised hereunder shall be deemed to have been so taken or exercised by the Administrative Agent for the benefit of itself and the Lender Group.

21. Merger. This Agreement, together with the other Loan Documents, represents the final agreement of each Pledgor and the Administrative Agent with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between each Pledgor and the Administrative Agent.

22. Effectiveness. This Agreement shall become effective on the Third Amendment Date.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Sworn to and subscribed before me this 9th day of November, 2004

Lashana C. Jimmar
NOTARY PUBLIC
My Commission Expires:



PLEDGORS:

DEL MONTE FRESH PRODUCE
INTERNATIONAL INC., a Liberian
corporation

By: *[Signature]*
Name: John F. Insema
Title: Chief Financial Officer and Deputy Vice President

Address for Notices:

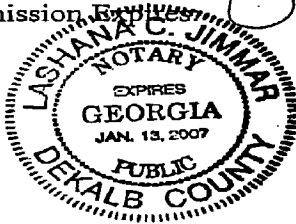
80 Broad Street
Monrovia, Liberia

with a copy to:
74 Boulevard D'italie
Monte Carlo, Monaco 98000

Sworn to and subscribed before me
this 7th day of November, 2004

DEL MONTE EUROPE LTD., a English limited
company

Lashana C. Jimmar
NOTARY PUBLIC
My Commission Expires



By: *[Signature]*
Name: John F. Inarra
Title: Director

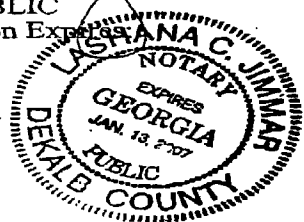
Address for Notices:

Del Monte House
240 London Road
Staines Middlesex
Tw18 4jd

Sworn to and subscribed before me
this 9th day of November, 2004

[Handwritten Signature]
NOTARY PUBLIC

My Commission Expires



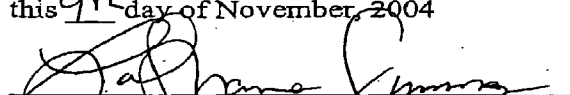
DEL MONTE INTERNATIONAL INC., a
Panama corporation

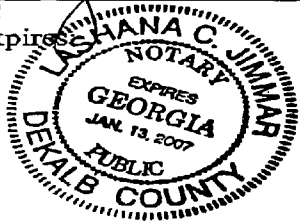
By: *[Handwritten Signature]*
Name: John F. Inzana
Title: Attorney

Address for Notices:

Del Monte House
240 London Road
Staines Middlesex
Tw18 4jd

Sworn to and subscribed before me
this 7th day of November, 2004


NOTARY PUBLIC
My Commission Expires



DEL MONTE FRESH PRODUCE N.A., INC., a
corporation organized under the laws of the
State of Florida

By: 

Name: John F. Jassera
Title: Executive Vice President and Chief Finance Officer

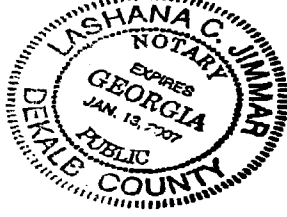
Address for Notices:

240 Sevilla Avenue
Coral Gables, Florida 33134
Telecopier: (305) 448-6647


INTELLECTUAL PROPERTY SECURITY AGREEMENT
SIGNATURE PAGE 4

Sworn to and subscribed before me
this 9th day of November, 2004


NOTARY PUBLIC
My Commission Expires



DEL MONTE FRESH PRODUCE (TEXAS),
INC., a corporation organized under the laws
of the State of Texas

By: 
Name: John F. Ingers
Title: Executive Vice President and Chief Financial Officer

Address for Notices:
c/o Del Monte Fresh Produce Company
240 Sevilla Avenue
Coral Gables, Florida 33134
Telecopier: (305) 448-6647


Sworn to and subscribed before me
this 7th day of November, 2004



NOTARY PUBLIC
My Commission Expires:



DEL MONTE FRESH PRODUCE COMPANY,
a corporation organized under the laws of the
State of Delaware

By: 

Name: John F. Inserra
Title: Executive Vice President and Chief Financial Officer

Address for Notices:
240 Sevilla Avenue
Coral Gables, Florida 33134
Telecopier: (305) 448-6647

Sworn to and subscribed before me
this 27th day of November, 2004

Lashana C. Jimmar

NOTARY PUBLIC
My Commission Expires



ADMINISTRATIVE AGENT:

COÖPERATIEVE CENTRALE RAIFFEISEN-
BOERENLEENBANK B.A., "RABOBANK
NEDERLAND", NEW YORK BRANCH

By: *Betty H. Mills*

Name: Betty H. Mills
Title: Executive Director

By: _____
Name:
Title:

Sworn to and subscribed before me
this 7th day of November, 2004



NOTARY PUBLIC

My Commission Expires:

FAVIAN LEÓN VÁZQUEZ
Notary Public, State of New York
No. 01LE8097571
Qualified in Queens County
Certificate Filed in New York County
My Commission Expires September 02, 2007

ADMINISTRATIVE AGENT:

COÖPERATIEVE CENTRALE RAIFFEISEN-
BOERENLEENBANK B.A., "RABOBANK
NEDERLAND", NEW YORK BRANCH

By: 

Name: Brett Delfino
Title: Executive Director

By: _____
Name:
Title:

INTELLECTUAL PROPERTY SECURITY AGREEMENT
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